

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
BOARD OF OIL, GAS, AND MINING
1588 West North Temple
Salt lake City, utah 84116

* MINED LAND RECLAMATION CONTRACT *

THIS CONTRACT, made and entered into this 20th day of August, 1980, between The Anaconda Company a corporation duly authorized and existing under and by virtue of the laws of Delaware, and hereinafter called the Operator, and the Board of Oil, Gas, and Mining, duly authorized and existing by virtue of the laws of the State of Utah, hereinafter called the Board.

WITNESSETH:

WHEREAS, the Operator is the owner and in possession of certain mining claims and/or leases hereinafter more particularly mentioned and described in Exhibit "A" attached hereto.

WHEREAS, the Operator did on the 8th day of March, 1977, file with the Division of Oil, Gas, and Mining, a "Notice of Intention to Commence Mining Operations" and a "Mining and Reclamation Plan" to secure authorization to engage, or continue to engage, in mining operations in the State of Utah, under the terms and provisions of the Mined Land Reclamation Act, Title 40 Chapter 8, Utah Code Ann., 1953.

WHEREAS, the Operator is able and willing to reclaim the above mentioned lands in accordance with the approved mining and reclamation plan, the Mined Land Reclamation Act and the rules and regulations adopted in accordance therewith.

Approved as to Legal
Considerations

Date 7/25/80

By [Signature]

WHEREAS, the Board has considered the factual information and recommendations provided by the staff of the Division of Oil, Gas, and Mining as to the magnitude, type and costs of the approved reclamation activities planned for the land affected.

WHEREAS, the Board is cognizant of the nature, extent, duration of operations, the financial status of the Operator and his capabilities of carrying out the planned work.

NOW THEREFORE, for and in consideration of the mutual covenants of the parties by each to the other made and herein filed report contained, the parties hereto agree as follows:

AGREEMENT

The Operator agrees:

1. To reclaim the land affected by mining activities in accordance with the Operator's mining and reclamation plan as approved by the Board on Division in, 1980, the Mined Land Reclamation Act and its regulations adopted under such Act.

2. To conduct experimental reclamation studies during the period 1980 through 1985 implementing best available technology for reclamation of land impacted by mining and processing operations.

3. To apply results obtained from the experiments conducted under paragraph 2 above, and the latest technology available, for reclamation of areas disturbed by mining and processing operations upon abandonment of the operations. Approximately 500 acres will be reclaimed upon abandonment.

A minimum of \$200,000 in 1980 dollars shall be expended upon abandonment for implementing and establishing the reclamation program and desired vegetative cover, respectively.

4. The above experimental and final reclamation efforts will be conducted pursuant to a commitment of the Operator to complete mined land reclamation as required by the Notice of Board and Division Intention to Mine, the Mined Land Reclamation Act and implementing regulations.

5. The Operator agrees to provide to the Board and Division annually, a detailed report of the results of experimental reclamation of work performed during the preceding year, including an estimate of costs incurred for such experimental reclamation work expressed in 1980 dollars.

6. The Operator agrees to discuss the results of the previous year's experimental reclamation work with the Division in order to establish annual reclamation plans for the forthcoming year.

7. The Operator further agrees to work jointly with the Division in establishing annual reclamation plans for final reclamation work.

8. The Operator agrees to designate a responsible individual who is involved in the Operator's on-going experimental and final reclamation efforts, who will serve as liaison to the Division.

9. This contract shall be binding on all successors and assigns, to the Operator.

10. The Operator shall be an independent contractor and as such shall have no authorization to bind the State of Utah or the Board or Division of Oil, Gas, and Mining to any agreement except as herein set forth.

11. The Operator agrees to hold harmless the State of Utah and the Board and Division of Oil, Gas, and Mining from claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, in performance of this contract.

The Board Agrees as Follows:

1. In lieu of accepting a bond or surety, the Board agrees to accept the Operator's personal guarantee as set forth in this contract, to reclaim the land affected in accordance with its approved reclamation plan.

2. This Contract shall fulfill the Operator's requirements under Section 40-8-14, Utah Code Annotated and Rule M-5 of the Board's Regulations.

TERMINATION

The Operator and the Board agree to terminate this Contract as follows:

1. This Contract shall terminate upon successful completion of final reclamation work on the affected lands.

2. If, through any cause, the Operator fails to fulfill in a timely and proper manner, obligations under this Contract, the Board or Division may give written notice to the Operator of such failure. Thereafter, the Operator shall have sixty

(60) days in which to remedy any such deficiencies. If at the end of such sixty day period the Operator has not remedied the deficiencies or made good faith efforts to remedy the deficiencies, the Operator shall be deemed to be in violation of the Mined Land Reclamation Act and this Contract and the board may initiate proceedings to terminate this Contract and the approved Notice of Intent to mine.

REVISION

1. This Contract is subject to amendment or revision to reflect future changes in the Mined Land Reclamation Act or its implementing regulations.

IN WITNESS THEREOF, the parties hereto set their hands this 20th day of August, 1980.

BOARD OF OIL, GAS, AND MINING

By C. R. Henderson

OPERATOR

By A. H. Ditto

A. H. Ditto

Its Carr Fork, General Manager

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF Tooele)

On this 20th day of August, 1980, personally
appeared before me A. H. Ditto, who by me duly
sworn did say that he is the ^{General}Manager, Carr Fork of
Anaconda Copper company and that the foregoing
instrument was signed on behalf of said corporation by authority
of a corporate resolution, and said Manager
acknowledged to me that said corporation executed the same.

Notary Public: Nancy P. Stookey

Residing: Grantville, Utah

My Commission Expires:

1/12/83